

PRICE MEESE SHULMAN & D'ARMINIO, P.C.
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Woodcliff Lake, NJ 07677
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Fax (201) 391-9360
Rick A. Steinberg (RS-7396)

Attorneys for Plaintiff,
Mediterranean Shipping Company (USA) Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MEDITERRANEAN SHIPPING COMPANY (USA) INC.,

Civil Action No. :

Plaintiff,

vs.

SHANDEX CORPORATION,

**COMPLAINT
IN ADMIRALTY**

Defendant.

Plaintiff, Mediterranean Shipping Company (USA) Inc., as agent for MSC Mediterranean Shipping Company S.A. ("Plaintiff" or "MSC"), having an office in the United States at 420 Fifth Avenue, 8th Floor, New York, New York 10018, by its attorneys, Price Meese Shulman & D'Arminio, P.C., by way of Complaint against Defendant, Shandex Corporation ("Defendant"), having its principal place of business at 8100 River Road, Unit 711, North Bergen, New Jersey 07047, avers as follows:

JURISDICTION

1. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1333. This matter arises under the laws of the United States, in particular, The Shipping Act of 1984 (as amended), 46 U.S.C. § 40101 et seq. (hereinafter "the Shipping Act"), and involves contract(s) within the

jurisdiction of this Court or claims pendent or ancillary to the same. This is an admiralty and maritime claim.

FIRST COUNT
(For Money due Under Tariff & Service Contracts)

2. MSC is a common carrier by water, *inter alia*, in the interstate and foreign commerce of the United States as defined in the Shipping Act and was such a common carrier for the benefit of Defendant.

3. Defendant is and was at all times herein mentioned, a natural person, firm, association, organization, partnership, corporation, business, trust, or public entity, with its principal place of business or residence in this district and is and was a legal entity capable of being sued.

4. Venue is proper in this judicial district because it is where the claim arose and/or because Defendant resides or does business in the district.

5. Plaintiff has filed a schedule of its rates and charges and service contracts for the carriage of cargo, wharfage and dockage detention and demurrage with the Federal Maritime Commission or has otherwise maintained said rates, charges, tariffs or service contracts pursuant to the Shipping Act. Pursuant to the Shipping Act, Plaintiff is prohibited from transporting cargo for a lesser rate than that specified in its tariffs or service contracts. The Shipping Act also prohibits Defendant from obtaining transportation or attempting to obtain transportation of cargo at lesser rates.

6. Plaintiff transported cargo for the benefit of Defendant during 2015 in the foreign commerce of the United States in the course and scope of Defendant's operations. Such transportation and services provided are evidenced by Plaintiff's service contracts, bills of lading and/or freight bills, invoices, credit agreements and freight guarantees, the terms of which are incorporated herein through this reference. Plaintiff has fully performed its tariff obligations. A

summary of the relevant bills of lading and invoices are attached hereto as Exhibit "A" and made a part hereof.

7. Plaintiff has demanded that Defendant pay the full amount due of \$29,729.51.
8. Defendant has knowingly and willfully failed and refused to pay Plaintiff the full amount due.
9. Consequently, Defendant is liable to Plaintiff in the amount of \$29,729.51, plus reasonable attorney fees and interest thereon.

SECOND COUNT
(Breach of Written Contract)

10. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 9 of the Complaint as if fully set forth herein.

11. Said transportation was performed pursuant to written contract(s) of carriage and/or service contracts between Plaintiff and Defendant, as evidenced by said bills of lading and/or invoices listed in Exhibit "A."

12. Plaintiff has fully performed its obligations under said contracts except those obligations, if any, which Plaintiff was excused from performing.

13. Plaintiff has demanded that Defendant pay the amount due under said contracts and the Defendant has refused to pay thereon.

14. Consequently, Defendant is liable to plaintiff in the amount of \$29,729.51, plus reasonable attorney fees and interest thereon.

THIRD COUNT
(Unjust Enrichment)

15. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 14 of the Complaint as if fully set forth herein.

16. Defendant has been unjustly enriched by failing to pay the ocean freight and/or detention charges in an amount not less than \$29,729.51.

FOURTH COUNT
(Quantum Meruit)

17. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 16 of the Complaint as if fully set forth herein.

18. The fair value of the ocean cargo carriage and/or detention services provided by Plaintiff to Defendant is not less than \$29,729.51.

FIFTH COUNT
(Account Stated)

19. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 18 of the Complaint as if fully set forth herein.

20. Plaintiff issued the subject bills of lading on behalf of Defendant as shipper or consignee as evidenced by said bills of lading and/or invoices listed in Exhibit "A".

21. Based on the account stated, Plaintiff has been damaged in an amount not less than \$29,729.51.

SIXTH COUNT
(Attorney Fees)

22. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 21 of the Complaint as if fully set forth herein.

23. Based on the contract of carriage, Defendant is liable to Plaintiff for reasonable attorney fees and expenses incurred in collecting any sums due to MSC.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not less than \$29,729.51, plus interest, court costs, attorney fees and such other relief as the court deems just and equitable.

PRICE MEESE SHULMAN & D'ARMINIO, P.C.
Attorneys for Plaintiff,
Mediterranean Shipping Company (USA) Inc.

By: /s/ Rick A. Steinberg
Rick A. Steinberg (RS-7396)
50 Tice Boulevard, Suite 380
Woodcliff Lake, NJ 07677
Tel. (201) 391-3737
Fax (201) 391-9360

Dated: May 9, 2016

CERTIFICATION PURSUANT TO DNJ LOCAL CIVIL RULE 11.2

I certify that the matter in controversy herein is not the subject of any other action pending in any court or of a pending arbitration or administrative proceeding now or contemplated, and that no other parties should be joined in this action.

By: /s/ Rick A. Steinberg

Dated: May 9, 2016

EXHIBIT "A"



Mediterranean Shipping Company (USA) Inc.
 As agent for MSC Mediterranean Shipping Company S.A., Geneva
 420 5th Avenue New York, NY 10018
 PH: (212) 764-4800 Fax: (212) 764-6599

Printed: 1/22/2016 - 1:57:29PM

FREIGHT INVOICE

Page 1 of 1

Invoice Number : MSCURY915143
 BOL Number : MSCURY915143
 Booking Number(s):
 Arrival Date : 17-Oct-2015

Vessel / Voyage : CITY OF HANOI 542S
 Place of Receipt :
 Port of loading : Klaipeda
 Port of discharge : Jacksonville
 Place of delivery :

Bill To: SHANDEX CORPORATION
 8100 RIVER RD., UNIT 711
 North Bergen, NJ, 07047

REFERENCE #:

PARTICULARS FURNISHED BY SHIPPER "CARRIER HAS NO MEANS TO VERIFY CORRECTNESS"

CONTAINER NO/IMR	CNTR TYPE	PKGS	H.M.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
GLDU9445209 I472366 EU06631852	20' DRY VAN			1078 BOXES OF COIL NAILS FR2960D-8L NETTO 17000 KG, GROSS 18749 KG 84 BOXES OF COIL NAILS FR2960D-8L NETTO 1325 KG, GROSS 1471KG TOTAL BOXES 1162 PALLETS 24 NETTO 18 325KG GROSS 20 220 KG	20,220.00 kgs. 44,577.47 lbs.	0.00 cu. m. 0.00 cu. ft.

(HAZARDOUS MERCHANDISE TO BE MARKED WITH AN ASTERISK*)

These commodities, technology or software were exported from the U.S. in accordance with the export administration regulations. Diversion contrary to U.S. law prohibited.

For EFT Payment:

Beneficiary: [REDACTED]

Bank Info: [REDACTED]

Account: [REDACTED]

ABA: [REDACTED]

Swift: [REDACTED]

Payment allocation:

Kindly send an email to

AchPaymentsNewYork@msc.us

listing all bill(s) of lading paid with the concerned amount.

Please detail in the email's subject both payer name and total amount of wire.

FREIGHT & CHARGES	Unit	Unit Rate	Amount	Type	Paid At	Exch Rate
Bill of Lading / Documentation	1	USD 33.53	USD 33.53	C		
Booking Fee	1	USD 33.53	USD 33.53	C		
Bunker Contribution	1	USD 210.00	USD 210.00	C		
ISPS - INTERN	1	USD 9.00	USD 9.00	C		
ISPS Charge	1	USD 7.38	USD 7.38	C		
ISPS Charge	1	USD 10.06	USD 10.06	C		
Low Sulphur Fuel Contribution	1	USD 100.00	USD 100.00	C		
Ocean Freight	1	USD 2,075.00	USD 2,075.00	C		
Seal Fee	1	USD 3.35	USD 3.35	C		
Security Manifest Documentation FEE	1	USD 25.00	USD 25.00	C		
Terminal Handling Charge	1	USD 95.01	USD 95.01	C		
Terminal Handling Charge	1	USD 400.00	USD 400.00	C		
Carrier Security Fee	1	USD 11.00	USD 11.00	C		
Chassis Usage Charge	1	USD 80.00	USD 80.00	C		
Total			USD 3,092.86			

(*) = Local charges

Telex release issued in USA:

Please note that a local service charge of \$35.00 applies.

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотрите веб-сайт для ознакомления с условиями и положениями | 提单的条款和条件请见网站 | www.msc.com

 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msc.com				SEA WAYBILL No. MSCURY915143
SCAC Code : MSCU				NOT NEGOTIABLE - COPY <small>"Port-to-Port" or "Combined Transport" (see Clause 1)</small>
NO. & SEQUENCE OF SEA WAYBILLS 0 Of Zero				NO. OF RIDER PAGES 0
SHIPPER: LITNAGLIS UAB LENTP JUVERS 7A, PLUNGE, 90117				FORWARDING AGENT : ARIJUS UAB JURININKU 27 KLAIPEDA, 95225
PHONE: 37044853737 FAX: 37044853744				CONTACT: LK 133336251 PHONE: 37046310547 FAX: 37046310332 EMAIL: M.ZNAIDAUJKAS@ARIJUS.LT.R.VA
CONSIGNEE: SHANDEX CORPORATION 8100 RIVER RD, UNIT 711, NORTH BERGEN, NJ 07047				CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) <small>LLOYDS/IMO NUMBER 9134634 FREIGHT COLLECT</small>
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) SHANDEX CORPORATION 8100 RIVER RD, UNIT 711, NORTH BERGEN, NJ 07047				<small>SHANDEX CORPORATION 8100 RIVER RD, UNIT 711 NORTH BERGEN, NJ 07047</small>
PHONE: 1201633185212 FAX: 12013267606 EMAIL: BETSY@SHANDEXINC.COM				<small>PHONE: 1201633185212 FAX: 12013267606 EMAIL: BETSY@SHANDEXINC.COM</small>
VESSEL & VOYAGE NO. (see Clauses 8 & 9) CITY OF HANOI - 642S		PORT OF LOADING KLAIPEDA, LITHUANIA		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX
BOOKING REF.	SERVICE CONTRACT NUMBER XXXXXXXXXXXXXXXX		PORT OF DISCHARGE JACKSONVILLE, FL	PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE- See Clause 14				
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods <small>(Continued on attached Sea Waybill Rider page(s), if applicable)</small>		Gross Cargo Weight Measurement
<small>GLDU9445209 20' DRY VAN SEAL NUMBER: 472366 EU06631852</small>		1162 BOX(ES) OF 1078 BOXES OF COIL NAILS FR2960D-8L NETTO 17000 KG, GROSS 18749 KG 84 BOXES OF COIL NAILS FR2960D-8L NETTO 1325 KG, GROSS 1471KG TOTAL BOXES 1162 PALLETS 24 NETTO 18 325KG GROSS 20 220 KG		20,220.000 KGS. 44,577.468 LBS.
				<small>TOTAL : 20,220.000 KGS 44,577.468 LBS</small>
<small>TOTAL NUMBER OF PACKAGES : 1,162</small>				
<small>If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant/Diversion, contrary to US law is prohibited.</small>				
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).				
FREIGHT AND CHARGES		PAYABLE AT <small>POL POD ELSEWHERE</small>		
BILL OF LADING / DOCUMENTATION		1	33.53	USD 33.53
BOOKING FEE		1	33.53	USD 33.53
BUNKER CONTRIBUTION		1	210.00	USD 210.00
ISPS - INTERN		1	9.00	USD 9.00
ISPS CHARGE		1	7.38	USD 7.38
ISPS CHARGE		1	10.06	USD 10.06
LOW SULPHUR FUEL CONTRIBUTION		1	100.00	USD 100.00
OCEAN FREIGHT		1	2,075.00	USD 2,076.00
SEAL FEE		1	3.55	USD 3.55
SECURITY MANIFEST DOCUMENTATIO		1	25.00	USD 25.00
TERMINAL HANDLING CHARGE		1	95.01	USD 95.01
TERMINAL HANDLING CHARGE		1	400.00	USD 400.00
CARRIER SECURITY FEE		1	11.00	USD 11.00
CHASSIS USAGE CHARGE		1	80.00	USD 80.00
<small>RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the term hereof from the Place of Receipt or the Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL, THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.</small>				
<small>Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.</small>				
<small>IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.</small>				
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Crtns or Pkgs rcvd by Carrier - see Clause 14.1) 1 ctnr		
PLACE AND DATE OF ISSUE 07-SEPTEMBER-2015		SHIPPED ON BOARD DATE 07-SEPTEMBER-2015		
<small>SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.</small>				



Mediterranean Shipping Company (USA) Inc.
As agent for MSC Mediterranean Shipping Company S.A., Geneva
420 5th Avenue New York, NY 10018
PH: (212) 764-4800 Fax: (212) 764-6599

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FREIGHT INVOICE

Page 1 of 1

Invoice Number : MSCURY922685	Vessel / Voyage : CITY OF HANOI 548S
BOL Number : MSCURY922685	Place of Receipt :
Booking Number(s):	Port of loading : Klaipeda
Arrival Date : 27-Nov-2015	Port of discharge : Jacksonville
	Place of delivery :

Bill To: SHANDEX CORPORATION
8100 RIVER RD., UNIT 711
North Bergen, NJ, 07047

REFERENCE #:

PARTICULARS FURNISHED BY SHIPPER "CARRIER HAS NO MEANS TO VERIFY CORRECTNESS"

CONTAINER N/MBR	CNTR TYPE	PKGS	H.M.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
FCIU5774381 I472241 EU06636804	20' DRY VAN			BOXES OF COIL NAILS	20,220.00 kgs. 44,577.47 lbs.	0.00 cu. m. 0.00 cu. ft.

(HAZARDOUS MERCHANDISE TO BE MARKED WITH AN ASTERISK*)

These commodities, technology or software were exported from the U.S. in accordance with the export administration regulations. Diversion contrary to U.S. law prohibited.

For EFT Payment:

Beneficiary: [REDACTED]

Bank Info:

[REDACTED]

Account:

ABA:

Swift: [REDACTED]

Payment allocation:

Kindly send an email to

AchPaymentsNewYork@msc.us

listing all bill(s) of lading paid with the concerned amount.

Please detail in the email's subject both payer name and total amount of wire.

FREIGHT & CHARGES	Unit	Unit Rate	Amount	Type	Paid At	Exch Rate
Bill of Lading / Documentation	1	USD 34.13	USD 34.13	C		
Booking Fee	1	USD 34.13	USD 34.13	C		
Bunker Contribution	1	USD 198.00	USD 198.00	C		
ISPS - INTERN	1	USD 9.00	USD 9.00	C		
ISPS Charge	1	USD 7.51	USD 7.51	C		
ISPS Charge	1	USD 10.24	USD 10.24	C		
Low Sulphur Fuel Contribution	1	USD 100.00	USD 100.00	C		
Ocean Freight	1	USD 2,075.00	USD 2,075.00	C		
Seal Fee	1	USD 3.41	USD 3.41	C		
Security Manifest Documentation FEE	1	USD 25.00	USD 25.00	C		
Terminal Handling Charge	1	USD 96.70	USD 96.70	C		
Terminal Handling Charge	1	USD 400.00	USD 400.00	C		
Carrier Security Fee	1	USD 11.00	USD 11.00	C		
Chassis Usage Charge	1	USD 80.00	USD 80.00	C		
Total			USD 3,084.12			

(*) = Local charges

Telex release issued in USA:

Please note that a local service charge of \$35.00 applies.

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 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msc.com		SEA WAYBILL No. MSCURY922685 NOT NEGOTIABLE - COPY <small>"Port-to-Port" or "Combined Transport" (see Clause 1)</small>			
		SCAC Code : MSCU	NO. & SEQUENCE OF SEA WAYBILLS 0 Of Zero		
SHIPPER: LITNAGLIS UAB LENTRJUVERS 7A, PLUNGE, 90117 CONSIGNEE: SHANDEX CORPORATION 8100 RIVER RD, UNIT 711 NORTH BERGEN, NJ 07047		FORWARDING AGENT : ARIJUS UAB JURININKU 27 KLAIPEDA, 95225 CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) <small>WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY RE-NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND / OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES.</small> <small>LLOYDS/IMO NUMBER: 9134634</small> <small>FREIGHT COLLECT</small>			
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) SHANDEX CORPORATION 8100 RIVER RD, UNIT 711 NORTH BERGEN, NJ 07047		<small>PHONE: 1201633185212</small> <small>FAX: 12013267606</small> <small>EMAIL: BETSY@SHANDEXINC.COM</small>			
VESSEL & VOYAGE NO. (see Clauses 8 & 9) CITY OF HANOI - 548S		PORT OF LOADING KLAIPEDA, LITHUANIA	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX		
BOOKING REF. <small>XXXXXXXXXXXXXXXXXX</small>	SERVICE CONTRACT NUMBER <small>XXXXXXXXXXXXXXXXXX</small>	PORT OF DISCHARGE JACKSONVILLE, FL	PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX		
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE- See Clause 14					
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods <small>(Continued on attached Sea Waybill Rider page(s), if applicable)</small>	Gross Cargo Weight <small>20,220.000 KGS.</small> <small>44,577.469 LBS.</small>		
<small>FCI U5774381</small> <small>20 DRY VAN</small> <small>SEAL NUMBER:</small> <small>4472241</small> <small>EU05636804</small>		<small>24 BOX(ES) OF BOXES OF COIL NAILS</small> <small>TOTAL NUMBER OF PACKAGES : 24</small>	<small>TOTAL :</small> <small>20,220.000 KGS</small> <small>44,577.469 LBS</small>		
<small>If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant/Diversion, contrary to US laws is prohibited.</small>					
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16)					
FREIGHT & CHARGES		PAYABLE AT			
BILL OF LADING / DOCUMENTATION 1 34.13 BOOKING FEE 1 34.13 BUNKER CONTRIBUTION 1 198.00 ISPS - INTERN 1 9.00 ISPS CHARGE 1 7.51 ISPS CHARGE 1 10.24 LOW SULPHUR FUEL CONTRIBUTION 1 100.00 OCEAN FREIGHT 1 2,075.00 SEAL FEE 1 3.41 SECURITY MANIFEST DOCUMENTATION 1 25.00 TERMINAL HANDLING CHARGE 1 96.70 TERMINAL HANDLING CHARGE 1 400.00 CARRIER SECURITY FEE 1 11.00 CHASSIS USAGE CHARGE 1 80.00		POL <small>USD 34.13</small> <small>USD 34.13</small> <small>USD 198.00</small> <small>USD 9.00</small> <small>USD 7.51</small> <small>USD 10.24</small> <small>USD 100.00</small> <small>USD 2,075.00</small> <small>USD 3.41</small> <small>USD 25.00</small> <small>USD 96.70</small> <small>USD 400.00</small> <small>USD 11.00</small> <small>USD 80.00</small>	POD <small>USD 34.13</small> <small>USD 34.13</small> <small>USD 198.00</small> <small>USD 9.00</small> <small>USD 7.51</small> <small>USD 10.24</small> <small>USD 100.00</small> <small>USD 2,075.00</small> <small>USD 3.41</small> <small>USD 25.00</small> <small>USD 96.70</small> <small>USD 400.00</small> <small>USD 11.00</small> <small>USD 80.00</small>	ELSEWHERE	
<small>RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereinafter set forth. In consideration of accepting this Sea Waybill, the Shipper expressly accepts and agrees to, on his own behalf and on behalf of the Consignee, the owner of goods and the Merchant, and warrants he has authority to do so, all the terms and conditions whether printed, stamped or otherwise incorporated on this and on the reverse side and terms and conditions of the carrier's applicable tariff as if they were all signed by the shipper.</small>					
<small>Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.</small>					
<small>IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.</small>					
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1) 1 cntr		SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
PLACE AND DATE OF ISSUE 21-OCTOBER-2015		SHIPPED ON BOARD DATE 21-OCTOBER-2015			



Mediterranean Shipping Company (USA) Inc.

As agent for MSC Mediterranean Shipping Company S.A., Geneva

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420 5th Avenue New York, NY 10018

PH: (212) 764-4800 Fax: (212) 764-6599

FREIGHT INVOICE

Page 1 of 1

Invoice Number : MSCURW162680

BOL Number : MSCURW162680

Booking Number(s):

Arrival Date : 17-Dec-2015

Vessel / Voyage : CITY OF HANOI 551S

Place of Receipt :

Port of loading : Klaipeda

Port of discharge : Jacksonville

Place of delivery :

Bill To: SHANDEX CORPORATION
8100 RIVER RD., UNIT 711
North Bergen, NJ, 07047

REFERENCE #:

PARTICULARS FURNISHED BY SHIPPER "CARRIER HAS NO MEANS TO VERIFY CORRECTNESS"

CONTAINER NUMBER	CNTR TYPE	PKGS	H.M.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CXDU1984879 EU06632410	20' DRY VAN			BOXES OF COIL NAILS	21,471.00 kgs. 47,335.45 lbs.	0.00 cu. m. 0.00 cu. ft.

(HAZARDOUS MERCHANDISE TO BE MARKED WITH AN ASTERISK.)

These commodities, technology or software were exported from the U.S. in accordance with the export administration regulations. Diversion contrary to U.S. law prohibited

For EFT Payment:

Beneficiary: [REDACTED]

Bank Info: [REDACTED]

Account [REDACTED]

ABA [REDACTED]

Swift [REDACTED]

Payment allocation:

Kindly send an email to

AchPaymentsNewYork@msc.us

listing all bill(s) of lading paid with the concerned amount.

Please detail in the email's subject both payer name and total amount of wire.

FREIGHT & CHARGES	Unit	Unit Rate	Amount	Type	Paid At	Exch Rate
Bill of Lading / Documentation	1	USD 32.20	USD 32.20	C		
Booking Fee	1	USD 32.20	USD 32.20	C		
Bunker Contribution	1	USD 198.00	USD 198.00	C		
ISPS - INTERN	1	USD 9.00	USD 9.00	C		
ISPS Charge	1	USD 7.08	USD 7.08	C		
ISPS Charge	1	USD 9.66	USD 9.66	C		
Low Sulphur Fuel Contribution	1	USD 100.00	USD 100.00	C		
Ocean Freight	1	USD 2,075.00	USD 2,075.00	C		
Seal Fee	1	USD 3.22	USD 3.22	C		
Security Manifest Documentation FEE	1	USD 25.00	USD 25.00	C		
Terminal Handling Charge	1	USD 91.22	USD 91.22	C		
Terminal Handling Charge	1	USD 400.00	USD 400.00	C		
Carrier Security Fee	1	USD 11.00	USD 11.00	C		
Chassis Usage Charge	1	USD 80.00	USD 80.00	C		
Total			USD 3,073.58			

(*) = Local charges

Telex release issued in USA:

Please note that a local service charge of \$35.00 applies.

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 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msc.com		SEA WAYBILL No. MSCURW162680 NOT NEGOTIABLE - COPY <small>"Port-to-Port" or "Combined Transport" (see Clause 1)</small>	
		NO. & SEQUENCE OF SEA WAYBILLS 0 Of Zero	NO. OF RIDER PAGES 0
SHIPPER: LITNAGLIS UAB LENTPJUVERS 7A, PLUNGE, 90117 PHONE: 37044853737 FAX: 37044853744		FORWARDING AGENT : GPA LOGISTIKA MINDAUG STR. 6 VILNIUS, 03225 CONTACT: I.K.300531623 PHONE: 37052420747 EMAIL: GINTAUTAS@GPALOGISTIKA.LT	
CONSIGNEE: SHANDEX CORPORATION 8100 RIVER RD, UNIT 711 NORTH BERGEN, NJ 07047 PHONE: 1201633185212 FAX: 12013267606 EMAIL: BETSY@SHANDEXINC.COM		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) <small>WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY RE-NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY INADEQUATE PACKING OF THE GOODS, OR DAMAGE IN DRY-VAN CONTAINERS, AND / OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES.</small> <small>LLOYDSIMO NUMBER: 9134634</small> <small>FREIGHT COLLECT</small>	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) SHANDEX CORPORATION 8100 RIVER RD, UNIT 711 NORTH BERGEN, NJ 07047 PHONE: 1201633185212 FAX: 12013267606 EMAIL: BETSY@SHANDEXINC.COM			
VESSEL & VOYAGE NO. (see Clauses 8 & 9) CITY OF HANOI - 551S		PORT OF LOADING KLAIPEDA, LITHUANIA	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX
BOOKING REF.	SERVICE CONTRACT NUMBER XXXXXXXXXXXXXXXX	PORT OF DISCHARGE JACKSONVILLE, FL	PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE- See Clause 14			
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods <small>(Continued on attached Sea Waybill Rider page(s), if applicable)</small>	
<small>CXDU1984879 20 DRY VAN SEAL NUMBER: EU06632410</small>		<small>24 BOX(ES) OF BOXES OF COIL NAILS</small>	
		<small>TOTAL : 21,471.000 KGS 47,335.452 LBS</small>	
		<small>TOTAL NUMBER OF PACKAGES : 24</small>	
<small>If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant/Diversion, contrary to US laws is prohibited.</small>			
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).			
FREIGHT AND CHARGES		PAYABLE AT	
BILL OF LADING / DOCUMENTATION 1 32.20		POL USD	POD USD 32.20
BOOKING FEE 1 32.20			
BUNKER CONTRIBUTION 1 198.00		USD	198.00
ISPS - INTERN 1 9.00			
ISPS CHARGE 1 7.08		USD	7.08
ISPS CHARGE 1 9.66		USD	9.66
LOW SULPHUR FUEL CONTRIBUTION 1 100.00			
OCEAN FREIGHT 1 2,075.00		USD	2,075.00
SEAL FEE 1 3.22		USD	3.22
SECURITY MANIFEST DOCUMENTATION 1 25.00			
TERMINAL HANDLING CHARGE 1 91.22		USD	91.22
TERMINAL HANDLING CHARGE 1 400.00		USD	400.00
CARRIER SECURITY FEE 1 11.00		USD	11.00
CHASSIS USAGE CHARGE 1 80.00		USD	80.00
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Crtns or Pkgs rcvd by Carrier - see Clause 14.1) 1 ctr	
PLACE AND DATE OF ISSUE 10-NOVEMBER-2015		SHIPPED ON BOARD DATE 10-NOVEMBER-2015	
<small>RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL, THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.</small>			
<small>Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.</small>			
<small>IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.</small>			
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
TERMS CONTINUED ON REVERSE			